



BANK OF OKLAHOMA

SE-6231030

No.

Date **JAN 23 1979**

Fee \$ **50.**

ICC Washington, D. C.

January 19, 1979

10061
RECORDATION NO. _____ Filed 1425

JAN 23 1979 - 10 40 AM

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Sir:

There is enclosed herewith, for recordation, the original and two duplicate originals of a Mortgage on Tank Cars. It is requested that, after recording, the original be returned to the Bank of Oklahoma, N.A., Attn: Loan Operations-Maxine Nunn, Bank of Oklahoma Tower, Tulsa, Oklahoma. The following information in regard to the mortgage is submitted:

Mortgagor: Charles L. McMahon, III and
Patrick S. McMahon
5200 S. Harvard-Bldg. 6
Tulsa, Oklahoma 74135

Mortgagee: Bank of Oklahoma, N.A.
Bank of Oklahoma Tower
Tulsa, Oklahoma 74192

Property Covered: Seven (7) tank cars,
Class 112-A-400W, Type TP

General Description: Tank cars for liquified
petroleum gas, each having
a capacity of approximately
30,000 gallons

RECEIVED
JAN 23 10 30 AM '79
I.C.C.
FEE OPERATION BR.



Secretary
Interstate Commerce Commission
January 19, 1978
Page Two

Road Number: WIGX 1009 thru and
 including WIGX 1015

Also, we enclose our Cashier's Check, No. 104455, for
\$50.00, for the filing fee.

Sincerely,

A handwritten signature in cursive script, appearing to read "Maxine Nunn".

Maxine Nunn
Loan Operations
Encls.
Registered Mail

Interstate Commerce Commission

Washington, D.C. 20423

1/29/79

OFFICE OF THE SECRETARY

Maxine Nunn
Bank Of Okla.N.A.
P.O.Box 2300
Tulsa ,Okla. 74192

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 1/23/79 at 10:40am and assigned recordation number(s) 10061

Sincerely yours,

H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

MORTGAGE ON TANK CARS

JAN 23 1979 -10 40 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Undersigned mortgagors, Charles L. McMahon, III
and Patrick S. McMahon, hereinafter sometimes referred to as
"Mortgagors", have this day borrowed from BANK OF OKLAHOMA, N.A., Tulsa, Oklahoma, the
sum of Eighty Four Thousand and No/100 Dollars (\$84,000.00) -----

and to evidence its obligation therefor has made, executed and delivered to BANK OF
OKLAHOMA, N.A. their promissory note of even date herewith in the principal amount
of Eighty Four Thousand and No/100 Dollars (\$84,000.00) -----,

payable in installments of principal and interest as
provided in said note, and bearing interest at the
rate of 1% over BOk prime, floating,
from maturity until paid,

which note contains a provision for payment of an attorney's fee of fifteen percent
(15%) of the principal and interest due thereon in case said note is collected by
or through an attorney.

NOW, THEREFORE, in consideration of the premises and to secure the prompt
and punctual payment of the note first above described, payable to the order of
said Bank, as aforesaid, and any note or notes which may hereafter be given by the
undersigned payable to the order of said Bank prior to the release of this mortgage,
and of each and every installment of principal and interest of said note and of any
extensions or renewals from time to time of any said notes, or any installment thereof,
Mortgagors do hereby mortgage, assign, transfer, set over and convey unto the said
BANK OF OKLAHOMA, N.A., its successors and assigns, all and singular the following
described property of the undersigned, to-wit:

Seven (7) 30,000 gallon, Class 112-A-400W, Type TP
Tank Cars initialed and numbered:

WIGX 1009, WIGX 1010, WIGX 1011, WIGX 1012, WIGX 1013,
WIGX 1014, WIGX 1015

together with all fittings and appliances now or hereafter connected therewith, and
any replacements of any parts thereof or additions thereto.

TO HAVE AND TO HOLD said property hereby granted, transferred, assigned and
mortgaged unto said BANK OF OKLAHOMA, N.A., its successors and assigns, forever, free
and clear of all encumbrances or whatsoever kind or character, and the undersigned
~~Mortgagors do hereby covenant~~ and agree with said BANK OF OKLAHOMA, N.A., its
successors, and assigns, as follows:

FIRST: That the undersigned Mortgagors are the owners and legally in possession of each and all of said tank cars, and that there are no encumbrances or liens of any kind or character against any of said property and that the undersigned have good right and lawful authority to transfer, convey, assign and mortgage the same; that the home office of the undersigned Mortgagors is at Tulsa, Oklahoma.

SECOND: That it will not voluntarily create or suffer to be created or to arise any lien or charge upon any of the property described herein and mortgaged hereby having priority to or preference over the lien of these presents upon said mortgaged property, or any part thereof; that it will pay all lawful claims and demands of all persons whomsoever which, if unpaid, might by law be given preference as to this mortgage as a lien or charge upon said mortgaged property, or any part thereof.

THIRD: That it will at all times during the time this mortgage is in force and effect keep all said tank cars in first-class condition and repair.

FOURTH: That it will forthwith cause to be painted upon the sides of each of said cars, in letters not less than one inch in height, the words BANK OF OKLAHOMA, N.A., Mortgagee, so located as to be readily visible and to indicate plainly that said cars are mortgaged to Bank, and will, at its own cost, cause said markings to be maintained so long as this mortgage remains in force and effect; and Mortgagors further covenant that the markings upon said cars, above described, indicating the names of the owners and the numbers thereof, shall not be changed without the previous written consent of the Bank, and shall be maintained by Mortgagors at their own cost, so that the same shall be plainly visible so long as this mortgage remains in force and effect.

FIFTH: That it will pay and discharge all taxes, assessments and governmental charges lawfully imposed upon any part of said mortgaged property, as well as any demurrage or freight charges against the same, so that the priority of this mortgage shall be fully preserved in respect to said property.

SIXTH: That it will exercise all reasonable care in the protection and possession of said property so long as said indebtedness remains unpaid, and that the property so mortgaged and pledged by this instrument shall not, during such time, be sold, encumbered, or otherwise disposed of.

SEVENTH: That if default be made in the payment, when due, or any installment of principal or of interest of any note secured hereby, or if Mortgagors should fail to observe or perform any of the covenants or agreements herein contained, or in any other mortgage securing any of the indebtedness secured hereby, or if any proceeding be commenced by or against Mortgagors for the adjudication of Mortgagors as a bankrupt, or for a reorganization, or for any other relief of Mortgagors as a debtor under the Code of Bankruptcy, or if a receiver be appointed for Mortgagors, or for a substantial portion of its property, or if any of the mortgaged property be levied upon or attached and the same is not within five (5) days thereafter released therefrom (all of which shall be deemed "events of default"), then in any such event all sums provided by said note or notes to be paid, may, at the option of the holder thereof, and without notice to Mortgagors, become due and payable, and the Bank shall thereupon be entitled to any or all of the following remedies, which shall not be exclusive, but shall be cumulative of any other rights or remedies at law or in equity which the Bank may have, to-wit:

- (a) To demand within ten (10) days thereafter to receive from Mortgagors peaceable possession of all said tank cars at some place designated by the Bank upon the tracks in Tulsa County, Oklahoma, Mortgagors agreeing that they will, at their own expense, within said ten (10) days, deliver possession of said cars to the Bank at the place so designated, and in case of the failure of Mortgagors so to do, possession of said cars may be taken by the Bank wherever the same may be found, and at the election of said Bank may be removed by said Bank to Tulsa County, Oklahoma, at the expense of Mortgagors, and for the purpose of having said cars removed to Tulsa County, Oklahoma, Mortgagors agree that they will, upon demand, deliver to the Bank or its assigns, possession of all records it may have, showing or tending to show the location of said cars, and said Bank, by any of its officers, in the names of Mortgagors, may give any orders, directors, or instructions to any railroad company or other person, and may sign mortgagors' names to any transfer, documents, and agreements for the purposes of removing said cars, and may pay the expense of such removal and recover same from the proceeds of the sale of any of the mortgaged cars.
- (b) The Bank, its agents, attorneys, or representatives, shall have the right and power, with or without exercising any of the rights given in the preceding subsection, to sell at public auction, to the highest bidder, for cash, at one or more sales, all or any part of the mortgaged property, upon giving notice of the time and place thereof, by posting same at five (5) public places in the county in which such sale is to be held, at least ten (10) days prior thereto, one of which places shall be the place where such sale is to be held, or by giving notice at least ten (10) days before such sale, by publication thereof in a newspaper published at least weekly in such county, and of general circulation

therein, and by giving such other notice as may be required by law at the place where such sale shall be held. Any such sale may be held at the courthouse door, or any place where sales at public auction are customarily held in any country in any state in which any of the property to be sold may at any time be located; or at the courthouse door in the County of Tulsa, State of Oklahoma. Notice to Mortgagors of any such sale shall be deemed to have been duly given if, not less than ten (10) days before the date of such sale, a copy of such notice shall be delivered to it or mailed by ordinary mail addressed to Mortgagors at their address as shown on Bank's records. It shall not be necessary that the Bank, or the person conducting said sale, be in actual or constructive possession of said property at the time of such sale, or that the same be physically present at such sale, nor shall it be necessary, if said sale be held in Tulsa County, Oklahoma, that said property be actually present in the county of the state in which said sale is held; and the title and right of possession to such property shall pass to the purchaser at such sale as completely as if said property had been actually present and delivered at such sale, and Mortgagors covenant and agree to deliver all of such property to the purchaser within a reasonable time thereafter, and for that purpose to execute all proper instructions, orders, or documents to any railroad company, or other person, and such other and further assurances as may be proper or required; and such purchaser shall be entitled to exercise all the rights and privileges herein given to the Bank in the preceding subsection (a) hereof for the recovery of possession of any of said cars. At any such sale, the Bank, if the highest bidder therefor, may become the purchaser of any such property. The proceeds of any such sale shall be applied:

FIRST: To the payment of all costs and expenses of such sale, including any expenses which may have been advanced or incurred by the Bank in recovering possession or custody of, or in causing the return of said property to the place of sale, if any, together with an attorney's fee of ten percent (10%) of the amount realized at such sale, as a fee for the foreclosure hereof.

SECOND: To the payment of the indebtedness secured by this mortgage, with interest and attorney's fees.

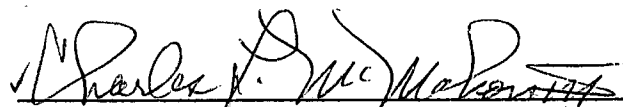
THIRD: Any excess shall be paid to Mortgagors or its assigns.

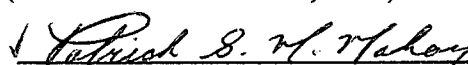
(c) The Bank may proceed by action or actions in any court or courts of competent jurisdiction to foreclose this mortgage.

The provisions of this mortgage shall be binding upon the successors and assigns of Mortgagors, and shall inure to the benefit of the successors and assigns of the Bank.

IN WITNESS WHEREOF, the undersigned, Charles L. McMahon, III

Patrick S. McMahon have caused this instrument to be executed in their names by their duly authorized officers this 2 day of January, 1979.


(Charles L. McMahon, III)


(Patrick S. McMahon)

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said
County and State, on this 29th day of December, 1978, personally
appeared Charles L. McMahon III and Patrick S. McMahon
to me known to be the identical persons who executed the within and foregoing
instrument, and acknowledged to me that they executed the same as their free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
the day and year last above written.



Ruth J. Langley
Notary Public

MY COMMISSION EXPIRES:

My Commission Expires April 24, 1982